

**City of Durham and County of Durham  
Interlocal Agreement  
Regarding Homeless Services and the  
Homeless Services Advisory Committee**

This Interlocal Agreement made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Durham, a North Carolina municipal corporation (hereinafter “City”), and the County of Durham, a political subdivision of the State of North Carolina (hereinafter “County”), collectively referred to as “Parties.”

WHEREAS, in 1987, Congress passed the first federal law specifically addressing homelessness: The Stewart B. McKinney Homeless Assistance Act of 1987 which was later renamed the McKinney-Vento Homeless Assistance Act, which provides federal financial support for a variety of programs to meet the many needs of individuals and families who are homeless in the City and County of Durham; and

WHEREAS, the McKinney-Vento Continuum of Care Homeless Assistance Programs (CoC) are three competitively-awarded programs created to address the problems of homelessness in a comprehensive manner with other federal agencies; and whereas the CoC also is a system for the delivery of housing and other services for geographic locations such as the City and County of Durham consistent with the City’s Five-Year Consolidated Plan (2010-2015); and whereas the CoC is also a coalition of stakeholders in the community who have an interest and a desire to work to end homelessness; and

WHEREAS, in an effort to increase the commitment for the chronically homeless population, HUD encouraged communities across the country to provide support to complement the successes of the CoC through a new organizing strategy: the Ten Year Plan to End Homelessness (TYP); and whereas the City and County of Durham adopted a TYP in 2006; and whereas the CoC remains in place in the City and County as the HUD funding mechanism, the TYP became the CoC Strategic Plan for long term planning for preventing and ending homelessness and a plan to engage larger systems, such as universities, health care facilities, employment systems, affordable housing groups, jails, foster care and others in the overall strategies; and

WHEREAS, McKinney-Vento was reauthorized and amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009; and

WHEREAS, with enactment of the HEARTH Act, the President and Congress charged the United States Interagency Council on Homelessness (USICH) to develop a national strategic plan to end homelessness; and whereas in 2010, USICH developed Opening Doors: The Federal Strategic Plan to Prevent and End Homelessness (Opening Doors) which reflects agreement by the agencies on the Council and establishes priorities and strategies which were initiated by the President in the budget for fiscal years 2010 and 2011; and

WHEREAS, Durham has a strong, viable and committed community of public and private service providers (Community of Providers) who have housing and shelter programs and offer services for the homeless population and those at risk of homelessness.

WHEREAS, the Durham Affordable Housing Coalition (DAHC) has administered the CoC since 1998 and the TYP since 2007; and whereas for 2007 - 2010 the Executive Committee to the TYP was the primary decision making body for the CoC and the steering committee for the TYP and whereas the City and County have agreed to transfer all of the responsibilities and duties previously performed by the DAHC for the TYP and the CoC to the City and the County and to transfer all duties and responsibilities previously performed by the Executive Committee of the TYP to the newly formed Durham Homeless Services Advisory Committee; and

WHEREAS, the Department of Community Development (DCD) is the department in the City administration that administers the Consolidated Plan and the Annual Action Plan which works with the Community of Providers to assist families and persons who have already become homeless and are at risk of homelessness; and whereas DCD is responsible for coordinating the City's community development and neighborhood stabilization and revitalization efforts including financial empowerment and home retention, affordable housing, and homelessness services; and

WHEREAS, at this time, it is in the best interest of the overall homeless effort that the DCD serve as the lead agency for the Continuum of Care and to perform the tasks required of it to administer the CoC, Opening Doors for Durham and other homeless initiatives; provide an unbiased and fair distribution of any funds available for the CoC and other homeless activities; and coordinate with all aspects of homeless prevention services and programs provided by others in the community; and

WHEREAS, the Durham County Department of Social Services (DSS) provides economic services programs including Work First, Medicaid, Child Support, Child Day Care Subsidy and Food Stamps as well as social work services, including Child Protective Services, Foster Care, Adoption, Adult Protective Services, Group Care and Crisis Assistance; and whereas DSS implemented the homeless prevention portion of Homeless Prevention and Rapid Re-housing Program (HPRP); and

WHEREAS, currently, the Durham County Mental Health, Developmental Disabilities and Substance Abuse Agency, dba The Durham Center (TDC), manages the System of Care, an integrated network of community services and resources supported by a partnership between families, professionals and the community in all aspects of service planning and delivery in order to establish a seamless array of comprehensive, flexible and effective supports for individuals and families; and

WHEREAS, TDC operates the Independent Living Initiative, a referral-based program that provides short-term rental assistance to special populations; the Rapid Response Homes, short-term residential option for children dealing with serious behavioral or emotional disturbances or family crises and the Substance Abuse Residential Services, providing structured, communal living serving as step-down or transition from more restrictive environments.

NOW THEREFORE, pursuant to the authority granted in §153A-445(a)(1) and Chapter 160A, Article 20, Part 1 of the North Carolina General Statutes, the County and City for and in

consideration of the mutual covenants contained herein and the mutual benefits to result there from, agree as follows:

## Section I. Purpose

The County of Durham and City of Durham hereby find, affirm and declare that interlocal cooperation for planning, performance and accounting for all publically funded homeless services and initiatives allows for more orderly, efficient, and coordinated efforts. This coordination provides for consistent analysis of problems and opportunities, sharing of information and implementation of programs across political boundaries. Further, this coordination provides a better basis for decisions which affect both governmental entities and provides a collaborative response to recommendations of the Opening Doors: Federal Strategic Plan to End and Prevent Homelessness. Additionally, this coordination is vital to the public interest and to improve outcomes for homeless families, adults, and children and those at risk of homelessness. To this end, the City and County agree to establish a joint City and County Durham Homeless Services Advisory Committee and define the responsibilities thereof as set forth below.

## Section II. Definitions

The words defined in this Section II shall have the meanings indicated when used in this Interlocal Agreement.

"BOCC" shall mean the Board of County Commissioners of Durham County.

"City" shall mean the City of Durham.

"CoC" shall mean the Continuum of Care

"CoC-Funded Programs" shall mean the three McKinney-Vento programs funded competitively under the annual HUD SuperNOFA CoC competition

"Committee" shall mean the Durham Homeless Services Advisory Committee.

"Community of Providers" shall mean public and private organizations and individuals who work to provide the full range of emergency, transitional, and permanent housing and other service resources to address the various needs of homeless persons and those at risk of homelessness.

"Council" shall mean the City Council of the City of Durham.

"County" shall mean Durham County.

"DCD" shall mean the City Department of Community Development

"DPS" shall mean Durham Public Schools

"DSS" shall mean the Durham County Department of Social Services

"Federal Entitlement Benefit Programs" shall mean programs such as Medicaid, Social Security Disability Insurance (SSDI), and Temporary Assistance to Needy Families (TANF).

"Federal Mainstream Housing and Supportive Services Programs" shall mean programs that are not meant to exclusively serve homeless persons, but are programs for which homeless persons are generally eligible because of their low-income or disability status.

"Federal Targeted Programs" shall mean programs targeted either exclusively or significantly to homeless persons, including homeless youth, victims of domestic violence and persons with HIV/AIDS.

"Governing Bodies" shall mean the Board of County Commissioners of Durham County and the City Council of the City of Durham, collectively.

"HEARTH Act" shall mean the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009.

"HMIS" shall mean Homeless Management Information System.

"McKinney -Vento" shall mean The McKinney-Vento Homeless Assistance Act, as amended by the HEARTH Act.

"Opening Doors" shall mean Opening Doors: The Federal Strategic Plan to Prevent and End Homelessness.

"Opening Doors in Durham" shall mean Opening Doors in Durham to Prevent and End Homelessness, formerly the TYP.

"TDC" shall mean The Durham Center or its successor.

"TYP" shall mean the Ten Year Plan to End Homelessness, now renamed "Opening Doors in Durham to Prevent and End Homelessness" and referred to herein after as "Opening Doors in Durham."

### Section III. Term

This Interlocal Agreement shall be effective as of the date it is approved and executed by the Governing Bodies. This agreement shall renew annually without further action by the Parties unless terminated by the Parties as provided for in Section IX, below.

### Section IV. Funding and Operation

#### A. Initial Funding.

The City and County agree to split the total costs of implementing Opening Doors in Durham and this agreement as equally as possible, as determined by the City and County Managers.

#### B. Selection of Personnel.

Except to the extent provided otherwise in this Agreement, it is agreed that the City Manager shall designate persons to carry out the City's obligations as set forth hereinafter under this Agreement and the County Manager shall designate persons to carry out the County's obligations as set forth hereinafter under this Agreement.

#### C. Reconciliation.

At the end of each fiscal year, the Finance Director of the City and the Finance Director of the County shall meet to conduct a review and reconciliation of amounts paid and payable under this Agreement. The goal of this reconciliation is to insure that the City and County contributed in the manner consistent with this Agreement. Such adjustments or payments as may be necessary to effectuate the reconciliation agreed upon by the Finance Directors shall be promptly made. Reconciliation shall be completed prior to October 15 of each fiscal year.

#### D. Termination

Upon termination of this Agreement for any reason, (i) all outstanding invoices received for expenses incurred or obligated by the City or the County on or before the date of termination shall be paid, and (ii) the City's and the County's obligations hereunder shall be immediately terminated.

## Section V. Management of Homeless Effort

### A. Joint Responsibilities of the City and County

1. Pursuant to the authority granted in G.S. §160A-146 and §153A-76, effective July 1, 2011, the County and City hereby create and authorize the Durham Homeless Services Advisory Committee, a joint instrumentality of the City and the County, with the duties and responsibilities as set forth hereinafter in subsection D.
2. The City and County hereby rename the "10-Year Results Plan to End Homelessness in Durham" to "Opening Doors in Durham to Prevent and End Homelessness," and will take all necessary and appropriate steps to review and revise the TYP to be consistent with Opening Doors: The Federal Strategic Plan to Prevent and End Homelessness and to reflect the present and projected needs of the Durham community.
3. The City and County will jointly work to accomplish the following federal objectives of Opening Doors:
  - a. Provide and promote collaborative leadership at all levels of government and across all sectors to inspire and energize the people of Durham to commit to preventing and ending homelessness;
  - b. Strengthen the capacity of public and private organizations by increasing knowledge about collaboration, homelessness, and successful interventions to prevent and end homelessness;
  - c. Provide access to affordable housing to people experiencing homelessness or most at risk of homelessness;
  - d. Support the development of permanent supportive housing to prevent and end chronic homelessness;
  - e. Increase meaningful and sustainable employment for people experiencing homelessness or most at risk of homelessness;
  - f. Improve access to mainstream programs and services to reduce people's financial vulnerability to homelessness;
  - g. Integrate primary and behavioral health care services with homeless assistance programs and housing to reduce people's vulnerability to and the impacts of homelessness;

h. Advance health and housing stability for youth aging out of systems such as foster care and juvenile justice;

i. Advance health and housing stability for people experiencing homelessness who have frequent contact with hospitals and criminal justice;

j. Transform homeless services to crisis response systems that prevent homelessness and rapidly return people who experience homelessness to stable housing.

4. Work with the Community of Providers, TDC, DSS, DPS and others to study and evaluate the need for crisis or emergency shelters for runaway, homeless, and unaccompanied youth and make recommendations consistent with their findings.

5. The City and County, in coordination with DCD, DSS, DPS and TDC, shall coordinate the provision of a combined, annual report based on their respective responsibilities and activities enumerated herein to the Governing Bodies and the Committee.

## B. Responsibilities of the City

### 1. General Administration

a. Provide general administration, planning and coordination for homeless activities and initiatives in the City and County of Durham, within its jurisdiction, including all federal, state and local programs for homeless activities and initiatives including, but not limited to, McKinney-Vento, Federal Targeted Programs, Federal Mainstream Housing and Supportive Services Programs, Federal Entitlement Benefit Programs, City's Five-Year Consolidated Plan (2010-2015) and Annual Plan, Comprehensive Plan and other programs that serve the homeless population or those at risk of becoming homeless.

b. Work with the local legislative delegation to propose alternatives to laws that may result in the destruction of a homeless person's property without due process or be selectively enforced against homeless persons.

c. Work with TDC, DSS and other partners to study and evaluate the feasibility of creating a day services center for the homeless population and make recommendations consistent with their findings.

d. Work with TDC, DSS, and DPS to study, evaluate and make recommendations for the creation of a central intake system for the homeless population.

### 2. Community Participation and Awareness

a. Expand the community involvement in all homeless activities to include people, agencies and institutions who can contribute to the CoC mission, such as people who are, or have been homeless; homeless advocates; DPS; mainstream housing services, such as public housing agency representatives, nonprofit housing developers, city housing and finance representatives,

property managers/landlord group representatives; mainstream agencies such as mental health agencies, substance abuse treatment centers, veteran service agencies, organizations representing special needs populations, local employment and training agencies; community agencies such as colleges and vocational educational institutions, local and state government representatives, religious leaders, business leaders, law enforcement, correctional facility representatives and youth oriented services such as the Durham Youth Commission.

b. Develop new and innovative programs for increasing community knowledge and awareness of the issue of homelessness, including maintaining a viable current internet presence for the CoC, Opening Doors in Durham and other homeless initiatives, including the use of websites, social media and list serves.

c. Develop and implement a marketing and communication plan for Opening Doors in Durham that will increase public awareness of the its goals and objectives and encourage community participation and support from individuals, businesses, and foundations.

d. Organize a capacity building program to expand community participation, including conducting Project Homeless Connect, an annual summit for the client community and other events for the community.

### 3. Community of Providers Participation

a. Work with the Community of Providers and others to increase the supply of permanent housing for homeless persons, including the elderly, disable and people with special needs.

b. Work with the Community of Providers and others to increase the supply of affordable rental properties for homeless persons, including the elderly, disable and people with special needs.

c. Assist the Community of Providers with enhanced coordination to encourage ongoing case management and effective management information systems.

d. Support the Community of Providers to ensure that HMIS documentation and recordkeeping requirements are met.

e. Assist the Community of Providers to integrate and coordinate the efforts of the housing development community and the social service providers.

f. Organize a capacity building program to expand the Community of Providers participation, including an annual summit of the provider community.

g. Work with the Community of Providers to study and evaluate the creation of an emergency shelter or housing for runaways, homeless or unaccompanied youth.

h. Assist the Community of Providers, to study, evaluate, enhance and make recommendations for the Circles of Support program.

i. Work with the Community of Providers to study and evaluate the creation of a day services center and/or the creation of a central intake system for the homeless population.

j. Work with the Community of Providers to assess the opportunities for fund raising for homeless initiatives in Durham, the best methods for organizing a program and make recommendations consistent with their findings..

#### 4. Continuum of Care

a. Supervise and staff all aspects of CoC process.

b. Research, evaluate and adopt best practices for the CoC program as needed for compliance and best performance of the CoC.

c. Assess current status of all McKinney-Vento funding programs and ensure that Durham is in full compliance with all federal regulations and guidelines.

d. Establish a system to monitor and measure performance by all grant recipients in order that (i) the past performance of applicants can be fairly, fully and transparently considered in the annual CoC application process; (ii) information is available for HUD to determine compliance with the program requirements and the selection criteria described in the HEARTH Act and (iii) there is sufficient data to establish priorities for new funding projects.

e. Design a process to ensure broad community participation in the application process for the CoC grants through active community involvement, outreach, education and technical assistance to all potential applicants and renewal funding recipients.

f. Organize a capacity building program to expand the number of applicants and to encourage collaborative programs including an annual educational conference to review the data, current programs and new opportunities and challenges for the next funding cycle.

g. Ensure that the annual CoC application process is open, fair, transparent and in full compliance with the HUD requirements.

h. Facilitate the work of the Citizens Advisory Committee (CAC) to provide an initial review, scoring and ranking of the programs for the annual CoC application.

i. Prepare the CoC Application and assist the Committee in scoring the application for the CoC grants.

j. As the CoC lead agency, submit the CoC application after it is approved by the Committee.

#### 5. Data Collection and Usage

a. Fulfill all the duties, responsibilities, and obligations of the "Durham City/Durham County Continuum of Care" (Participating Continuum of Care) under the Continuum of Care Participation Agreement entered into July 1, 2011 with the North Carolina Housing Coalition (the HMIS Lead Agency) regarding access and use of the Carolina Homeless Information Network ("CHIN") Homeless Management Information System ("HMIS") by its member agencies within the continuum, that are subject to U.S. Department of Housing and Urban Development's HMIS participation requirements (Participating Agencies).

b. Work with Participating Agencies to ensure their compliance with the community-wide Homeless Management Information System ('HMIS') that (i) collects unduplicated counts of individuals and families experiencing homelessness; (ii) analyzes patterns of use of assistance provided for Durham County; (iii) provides information to Participating Agencies for needs analyses and funding priorities; and (iv) is developed in accordance with standards established by HUD.

c. Monitor Participating Agencies usage of HMIS to ensure that all comply with (i) applicable federal and state laws regarding protection of client privacy (ii) all HUD requirements and regulation with respect to Homeless Management Information Systems (iii) confidentiality regulations regarding disclosure of alcohol and/or drug abuse records and (iv) regulations regarding the Health Insurance Portability and Accountability Act of 1996

d. Ensure that all required federal, state and local reporting is timely and accurately performed, including the Point in Time Count, Housing Inventory and Annual Housing Assessment.

e. Coordinate the conducting of the annual Point in Time Count, to ensure that all counts, including beds, are accurate.

f. Be proactive in reviewing all data and information to determine ways to meet all the needs that are identified, such as (i) working with the chronic homeless who do not use the shelters, (ii) collaborating with the school system to meet the needs of homeless and at-risk families and children (iii) identifying gaps in the local service network, (iv) developing outcome measurements and (v) developing approaches for more effective and efficient service delivery systems.

g. Annually assess the performance of the HMIS Lead Agency under the Continuum of Care Participation Agreement and advise the Committee on the renewal of the contract.

6. Support for the Homeless Services Advisory Committee (the Committee)

a. DCD shall serve in the role of Lead Agency for the CoC and the Agent under the HEARTH Act and shall perform all requirements of these positions.

b. Facilitate the work of the Committee, and its subcommittees as set forth hereinafter and will provide all necessary and appropriate staffing through City employees and/or independent contractors to the Committee and subcommittees.

c. Assist with the meetings of the Committee by establishing a format, developing agendas, protocol and conflict resolution procedures, defining roles and responsibilities, and maintaining group process.

d. Employ sufficient positions to fulfill the duties and responsibilities of the City under this agreement.

e. Provide DCD staff support by Fiscal Management for compliance and monitoring adherence to the CoC program goals and HUD guidelines.

f. Collaborate with DPS to ensure that children being served in the CoC funded programs are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, PRE-K, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Health Act (42 U.S.C. 11431 et seq.).

g. Establish fiscal control and funds accountability procedures as may be necessary to assure proper disbursement and accounting of any funds received as part of the CoC for administration. The controls and procedures will further guarantee that all financial transactions conducted with such funds are conducted, and the records maintained, in accordance with generally accepted accounting principles.

h. Work with the Committee to assess methods for organizing a fund raising program for the homeless initiatives in Durham.

i. Submit an annual report to the Committee on all activities provided for herein as required in Section V.A.5.

#### C. Responsibilities of the County

1. Collaborate with the City to educate the community and the Community of Providers, regarding homeless housing resources and services, public school system services, and the TDC housing initiatives.

2. Establish and maintain working relationships with local agencies and community partners to improve the outcomes for homeless persons and for the coordination of services for prevention.

3. Enhance outreach services, participate in, and lead collaborative efforts to address opportunities to reduce homelessness and provide effective system redesign for consumers in the mental health, substance abuse and developmental disabilities service fields, the criminal justice system, school system and the other agencies that provides homeless services.

4. Ensure that County programs continue to be delivered effectively and efficiently with a system of care approach in compliance with federal, state, and County guidelines.

5. Collaborate with Community of Providers and other agencies to improve the coordination of

services for prevention and improved outcomes for homeless persons experiencing acute or chronic medical and/or psychiatric conditions.

6. Monitor current prevention resources and measure and track outcomes in Durham's HMIS to determine effectiveness of the County's housing initiatives and identify strategic priorities for homeless programs.

7. Participate and use pertinent data derived from the annual Point in Time Count and Project Homeless Connect to improve access to services and support for the homeless population.

8. TDC and DSS will work with the City of Durham, the Community of Providers and others to study and evaluate the creation of a day services center for the homeless population.

9. TDC and DSS will work with the City of Durham, the Community of Providers, DPS and others to study and evaluate and make recommendations, for the creation of a central intake system for the homeless population.

10. DSS will provide case management services focusing on prevention and re-housing services through a full time case manager. The target will be to reach a minimum of 48 households from 7/1/11 – 6/30/12. Further, DSS will provide supervisory, managerial and administrative support for this position and the services to be provided.

11. DSS will manage annual homeless prevention service dollars in furtherance of the County's duties and responsibilities as set forth herein.

12. DSS and TDC will participate in care reviews held at Urban Ministries for people who are homeless.

13. TDC will lead the care review process and will collect, evaluate and analyze care review data every six months.

14. DPS will participate in care reviews held at the Durham Center for unaccompanied youth and families and children who are homeless.

15. DSS and TDC will serve as a resource to the CoC application process.

16. TDC will continue to assist and support the Circles of Support training curriculum.

#### D. Responsibilities of the Committee

1. Serve as the "primary decision making body" under the CoC and as the "collaborative applicant" as those terms are defined in the HEARTH Act.

2. Serve as the Steering Committee for Opening Doors in Durham.

3. Serve as the advisory committee to the Governing Bodies on all plans, goals, objectives,

policies, standards, programs, proposals and priorities for all homeless services for the City and County.

4. In collaboration with DCD, develop and engage in a multi-year, year-round strategic planning and implementation process that addresses the needs of homeless individuals and households, the availability and accessibility of existing housing and services, and the opportunities for linkages with mainstream housing and services resources.
5. In collaboration with DCD, take all necessary and appropriate steps to review and revise Opening Doors in Durham consistent with Opening Doors: The Federal Strategic Plan to Prevent and End Homelessness to reflect the present and projected needs of the community.
6. Ensure the maximum participation in the planning process by all interested parties – including public, private, and nonprofit sectors, the Community of Providers and representatives of homeless subpopulations.
7. Establish a common vision and system-wide performance goals and priorities articulated in the mission statement and guiding principles that will help focus a group's planning efforts.
8. Annually assess the goals and guiding principles and possibly adjust programs and service systems to meet the changing needs of the homeless population.
9. In collaboration with DCD, work to foster and improve coordination of the McKinney-Vento programs and the federal programs provided for in the Consolidated Plan and Annual Action Plan.
10. Review, score and approve the annual CoC application for consideration by HUD for the McKinney-Vento grants.
11. Annually review the performance of the CoC lead agency and choose a lead agency for the CoC (or "agent" as that term is defined under the HEARTH Act) to apply for a CoC grant.
12. Annually review the performance of the HMIS Lead Agency under the Continuum of Care Participation Agreement and make a recommendation on the advisability of renewal of the contract.
13. With assistance of DCD, prepare and submit an annual report to the Governing Bodies about the activities of the Committee as part of the report required in Section V.A.5.
14. Collaborate with DCD and the Community of Providers, and others, to assess the opportunities for fund raising for homeless initiatives in Durham, and the best methods for organizing, planning, compliance, accounting and performance for a fund raising program to encourage gifts, donations, and bequests for all homeless services.
15. Perform any other duties as the Governing Bodies may delegate to the Committee.

E. Limitation

The Committee, as the primary decision making body and as a collaborative applicant, has specific duties and responsibilities imposed by the CoC, the HEARTH Act and the Governing Bodies. Other than these duties and responsibilities, the Committee is an advisory board and shall have no authority to enforce federal, state or local laws or ordinances and their regulations. The Committee is not a "unified funding agency" as those terms are defined in the HEARTH Act.

## Section VI. Structure and Appointments

### A. Composition

1. The Committee shall be composed of a minimum of 19 and a maximum of twenty-four (24) voting members, the exact number will be determined by the Committee. The expectation is that 65% of the Committee will come from the private or non-profit sector. All members must reside in Durham County. The Committee membership shall be composed of and appointed as follows:

- County of Durham (1BOCC/1 County Manager)
- City of Durham (1 City Council/1 City Manager)
- Durham Public Schools (1 School Board Member/ 1 Administrator)
- Duke University (1)
- North Carolina Central University (1)
- Durham Technical College (1)
- Veteran's Administration (1)
- County Veteran Services (1)
- Corporate/Private Sector Business (1 County/1 City)
- Formerly Homeless Persons (1 County/1 City)
- Non-profit (1 County/1 City)
- Faith Community (1 County/1 City)

2. In the event, after reasonable advertising, no qualified candidates for a designated category come forward, then the Governing Bodies shall not be bound by the categories requirement and may instead appoint one or more additional at-large member.

3. It is the responsibility of the specific institutions listed above to select a member in the appropriate category to serve for the institution. Notwithstanding the selection by the specific institution of its representative, all members of the Committee shall be bound and governed by the rules and requirements as set forth herein.

4. In addition to the above stated categories, up to five (5) additional members may be appointed by a majority vote of the Committee in order to maintain a 65% requirement of nonprofit and private members or in the event the Committee finds such additional members may represent a special interest or professional focus which the Committee believes would be helpful in fulfilling its duties and responsibilities. These additional members could include members representing homeless service providers, sub-populations of homeless persons, businesses, foundations, and financial institutions. These Committee appointed members may be voting or non-voting

members, at the discretion of the Committee. The Committee shall approve by majority vote the number of additional members, the enumeration of the categories/interests the members shall represent, voting rights and the process for advertising and applying for the openings.

5. All public appointments shall be subject to and made in accordance with the rules set forth in the PROCEDURES FOR CITIZEN APPOINTMENTS adopted by the Durham County BOCC of County Commissioners, incorporated herein by reference and similar rules adopted by the Durham City Council found at <http://durhamnc.gov/ich/cco/Pages/PROCEDURES-FOR-APPOINTING-CITIZENS.aspx> incorporated herein by reference.

#### B. Terms

Following the terms of appointment for the initial members, a regular term for Committee members shall be three (3) consecutive years ("Term"). A member may be reappointed for a second term. After two consecutive Terms, a member shall be ineligible for reappointment by the appointing Governing Body or Committee until one calendar year from the end of his or her second Term. A Term shall continue until a successor is appointed by the appropriate Governing Body or the Committee.

#### C. Pay and Expenses

Members shall serve without pay. Expenses, such as travel, tuition and lodging for attendance at educational meetings, may be reimbursed if provided for in the approved budget, or if available funds are provided by the Governing Bodies for the operation of the Department of Community Development, and if prior authorization for reimbursement is given by the DCD Director.

### Section VII. Organization

#### A. Officers

Each year at the meeting immediately following July 1, the Committee shall elect Officers. The Committee shall elect a Chairperson, Vice-Chairperson and a Secretary. Each officer shall serve one year in the office for which he or she was elected or until the successor is elected. The Vice-Chairperson shall be the Chairperson-elect and shall serve the following year as the Chairperson. The Committee shall endeavor to elect officers that represent the diversity of the Committee and both the public and private sectors. The duties and responsibilities of the officers shall be set forth in the By-Laws.

#### B. Meetings

The Committee shall establish a regular monthly meeting time. All meetings shall be subject to the applicable provisions of the North Carolina Open Meetings Law, NCGS Chapter 143, Article 33C. Meetings may be held anywhere in Durham City or Durham County and generally in public places or places open to the public. Notice of such meetings shall be given as required by law. A copy of the Committee's regular meeting schedule shall be filed with the Clerk of the BOCC and the City Clerk.

C. Quorum and Voting

A quorum shall consist of a majority of the voting members of the Committee. All actions shall be decided by a majority vote of the voting members in attendance, a quorum being present.

D. Vacancies and Removal

Upon resignation or removal of any member of the Committee, the Governing Body that appointed that member shall appoint a successor to fill the remainder of the unexpired term. The Committee shall appoint a successor to fill the remainder of the unexpired term of a member appointed by the Committee.

E. Sub-Committees

The Committee may establish Sub-Committees or Results Teams that it deems necessary. These Sub-Committees may include additional persons who are not on the Committee as associate members. The Chairperson of a Sub-Committee shall be a member of the Committee, and shall be appointed by the Chairperson of the Committee.

F. Liaison

The Chairperson of the Committee may appoint liaisons to serve on committees that work in the field of homeless services such as the Council to End Homelessness in Durham.

G. Attendance

It is expected that members appointed to the Committee will regularly attend its meetings. The Committee shall establish within its By-Laws conditions which constitute an excused absence. Members may forfeit the remainder of their terms and may be replaced under the following conditions:

1. Any member who has three (3) unexcused absences of regular Committee meetings within a one-year period of time.
2. A member who has missed fifty percent (50%) of regular Committee meetings within a one-year period of time counting both excused and unexcused absences.

When it is determined that a member has not met the attendance requirement the Chairperson shall notify the appointing Governing Body or other appointing entity so that appropriate action can be taken.

H. Conduct of Business

The Committee shall adopt and may amend its By-Laws for the conduct of its business. Such By-Laws shall be consistent with this Agreement and all applicable County and City ordinances.

Such By-Laws shall also provide a Code of Conduct consistent with the dictates of federal, state and local regulations.

I. Minutes

The Committee shall keep minutes of its meeting. The minutes shall include the attendance of its members and its resolutions, findings, recommendations and other actions. All meeting minutes approved by the Committee shall be submitted to the City and County Clerk's Office within 15 days of the approval of the minutes, made available to the public and posted on the City and County websites.

J. Annual Report

In addition to the annual report required in Section V.A.5 herein, the Committee shall prepare an annual report and submit it to the Governing Bodies by March 1 of each year which shall provide attendance records of Committee members, report of spending and any budget requests.

K. Education

Each member of the Committee shall be encouraged to annually receive eight (8) hours of education concerning the substantive and technical aspects of the work of the Committee. The hours can be earned during substantive and technical presentations at meetings of the Committee and at seminars and webinars sponsored by HUD, national advocacy and educational groups and by the City and County.

L. Ethics

All appointees to the Committee are subject to and bound to uphold the *Code of Ethics for Appointed and Elected Officials of Durham County* adopted on May 22, 2004 and the *Code of Ethics for the City of Durham* adopted on November 6, 1995 and the terms of the adopting resolution and as amended, incorporated herein by reference.

M. Conflicts of Interest

No Committee member shall take part in any discussion, consideration, determination or vote concerning a matter, grant or recommendation in which the Committee member has an actual conflict of interest or the appearance of a conflict of interest. In determining whether or not there is a conflict, including the appearance of a conflict of interest, the following shall apply.

1. There exists a conflict if the Committee member (including a close relative, spouse, sibling, child or parent) is the applicant before the Committee, in any matter, grant or application.
2. There exists a conflict if the Committee member (including a close relative, spouse, sibling, child or parent) is employed, owns an interest, serves on the board, is a consultant, or is a Major Donor, as hereinafter defined, of the applicant before the Committee.

3. There exists a conflict if the Committee member (including a close relative, spouse, sibling, child or parent) is employed, owns an interest, serves on the board, is a consultant, or is a Major Donor of an entity which is a Major Donor, as hereinafter defined, of an applicant before the Committee.

4. There exists a conflict if the Committee member (including a close relative, spouse, sibling, child or parent) will benefit financially from the receipt of a grant by an applicant before the Committee.

5. A Major Donor as used herein, whether an individual or entity, shall refer to someone who contributes more than five percent (5 %) of the operating funding of an applicant.

6. Committee members shall be reminded of their duty to avoid a conflict of interest or the appearance of a conflict of interest at the beginning of each meeting by an announcement set forth in the attached Exhibit A which shall be read following the review of the Agenda. If any member believes he or she has a conflict, he or she shall announce the conflict for that specific item on the Agenda which shall be noted in the minutes of the meeting.

#### N. Removal of Members

A member of the Committee may be removed by the body that appointed that member for any of the following reasons:

1. Violation of the attendance provisions.

2. Violation of the By-Laws, City or County Codes of Ethics and Conflict of Interest Provisions set forth in section VII.L above.

3. Discontinuation of special or representative status for which the member was appointed

4. Non-payment of city or county ad valorem taxes.

5. The member moves out of Durham County.

6. Violation of the rules set forth in the PROCEDURES FOR CITIZEN APPOINTMENTS adopted by the Durham County BOCC of County Commissioners, incorporated herein by reference and similar rules adopted by the Durham City Council found at <http://durhamnc.gov/ich/cco/Pages/PROCEDURES-FOR-APPOINTING-CITIZENS.aspx> incorporated herein by reference.

Should it be determined by two-thirds of the members of the Committee present and voting after a full and fair consideration of all evidence that a member has violated these rules and restrictions, the Chairperson shall notify the appointing governing body or institution so that appropriate action can be taken. In addition, a member of the Committee may be removed at any time by the appointing body for behavior that impairs the public trust or the ability of the member to effectively serve as a Committee member.

#### O. Indemnity

Although the CoC and the HEARTH Act permit the Committee to designate a lead agency and agent and to delegate the performance of duties and responsibilities imposed on the primary decision making body and the collaborative applicant, the Committee retains all its duties and responsibilities as a matter of law. The City agrees to indemnify and hold harmless the members of the Committee for any costs, expenses or attorneys fees arising out of litigation or administrative proceedings for any alleged acts or omissions of DCD while carrying out the duties and responsibilities under this contract as the lead agency under the CoC.

#### P. Benefits

This contract is intended for the benefit of the City and the County of Durham and not any other person, except that the Committee is a Third-Party beneficiary of this contract.

#### Section VIII. Amendments

This Agreement may be amended at any time upon mutual written agreement of the Governing Bodies. The Committee may recommend to the Governing Bodies amendments to this agreement. The City Council and County Commissioners shall be the final authority in approving all amendments.

#### Section IX. Termination of Agreement

Either the City or County may terminate this agreement by giving written notice of such termination to the other party at least sixty (60) days prior to the beginning of the fiscal year in which termination will take effect. Notwithstanding the termination of this agreement, the Committee members shall continue to enjoy the indemnities and protections provided herein in.

#### Section X. Entire Agreement

This document contains the entire agreement of the parties, and there are no additional terms or conditions except those reflected herein. This Agreement supersedes all prior understandings and agreements relating to the subject matter hereof.

#### Section XI. Governing Law

This agreement shall be governed by the laws of the State of North Carolina and all actions regarding the Agreement shall be brought in the General Court of Justice in the County of Durham.

#### Section XII. Agreement Not Divisible

This agreement is not divisible. The obligations exchanged by the parties constitute consideration for each and every part of this Agreement.

### Section XIII. Headings

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

### Section XIV No Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person other than the Parties, except as provided hereinabove for the benefit of the Committee members.

### Section XV. Exercise of Functions

Nothing contained in this Agreement shall in any way stop, limit or impair the City or County from exercising or performing any regulatory, policing or other governmental functions.

IN WITNESS WHEREOF, the City and County have authorized this Agreement to be executed and attested by their undersigned officers, to be effective from and after the date first written above.

ATTEST:

COUNTY OF DURHAM

\_\_\_\_\_  
Michael M. Ruffin, County Manager  
Michelle Parker-Evans, Clerk to the Board

ATTEST:

CITY OF DURHAM

\_\_\_\_\_  
Thomas J. Bonfield, City Manager  
Ann D. Gray, City Clerk

This instrument has been pre-audited in the manner required  
by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
City of Durham Finance Officer

This instrument has been pre-audited in the manner required  
by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
County of Durham Finance Officer